

American Embassy Praia

Date: February 8, 2011

To: Prospective Quoters

Subject: Request for Quotations number SCV-11-Q-0125

The U.S. Embassy is seeking Requests for Quotations (RFQ) for event planning services including conference facilities, banqueting, equipment, vehicle rental services, internet service and interpretation services. If you would like to submit a quotation, please fill out form SF-18 and the information requested below. If you have any questions, please feel free to contact Claudia Fernandes at 260-8916.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Quotations are due by February 22nd, 2011

Sincerely,

Tracci Gabel
Contracting Officer

COVER PAGE INSTRUCTIONS

TABLE OF CONTENTS

Section 1 - The Schedule

- SF 18
- Continuation To SF-18, RFQ Number, *SCV-11-Q-0125* Prices, Block 11e
- Exhibit A Description/Specifications/Performance Work Statement, and price schedule
- Exhibit B Option Item
- Continuation To SF-18, RFQ Number *SCV-11-Q-0125*, Schedule Of Supplies/Services, Block 11b Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

- Offeror Representations and Certifications
- Addendum to Offeror Representations and Certifications - FAR and DOSAR Provisions not Prescribed in Part 12

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-18

RFQ NUMBER SCV-11-Q-0125 PRICES, BLOCK 11e

I. PERFORMANCE WORK STATEMENT

The purpose of this firm fixed price purchase order is to contract a full-service event management company in Praia, Cape Verde in support of Africa Center TOPS planned May 2-4, 2011. This multi-day program will mark the launching of a new ACSS Community Chapter, comprised of over 50 former participants of ACSS programs.

To assist ACSS in fulfilling its mission, contractors are to submit bids to the U.S. Embassy in Praia, Cape Verde, on the cost and method of meeting all requirements outlined in this performance work statement (PWS). Details for submission will be provided by the U.S. Embassy General Services Office of Procurement. The General Services Office will submit both price quotes and technical submissions to ACSS to review and make final determination. The American Embassy in Praia, Cape Verde, is the contracting authority and payment mechanism for all services related to the services outlined in this PWS.

Quality logistical support is key to creating an atmosphere for exchange of ideas. Logistical support and program content equally contribute to the success of the workshop.

SPECIFIC REQUIREMENTS: See Exhibits A and B

EXHIBIT A

A001 Facilities

Conference Facility Requirements: Mineral water shall be available for all participants in meeting. Bottles of water and glasses shall be strategically placed throughout the rooms to minimize the level of disruption in obtaining water. All conference facilities shall be set up per ACSS configuration preferences and available for use by 08:00 a.m. on May 2nd and May 4th and shall be available for use until 18:00 on both May 2nd and May 4th, 2011.

A001AA Meeting Room (2 May) 1 Day	Unit Price _____	Total
Price _____		

- 1 Meeting Room with conference table and seating for 12 attendees. Pens, notepads and water bottles setup for 12 PAX must be included in the meeting room rental cost. The Government preference for the location of the meeting room is at the Oásis Atlântico Praiamar Hotel.

⇒ 2 May 2011

A001AB Conference Room (4 May) 1	Day	Unit Price _____	Total
Price _____			

- 1 Conference Room: seating for 90 attendees with space for 1 interpretation booth. Pens, notepads and water bottles setup for 90 PAX must be included in the meeting room rental cost. The Government preference for the location of the meeting room is at the Oásis Atlântico Praiamar Hotel.

⇒ 4 May 2011

A002 Banqueting Requirements

A002AA Break (2 May)	12 PAX	Unit Price _____	Total Price _____
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Coffee / Tea Break shall include coffee, tea, juice, and light snack food and shall have a server present at all times. Location for coffee breaks must preferably be located just outside the meeting room.

A002AB Morning Break (4 May)	90 PAX	Unit Price _____	Total Price _____
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Coffee / Tea Break shall include coffee, tea, juice, and light snack food and shall have servers present at all times. Location for coffee breaks must be able to handle a maximum of 90 people standing, preferably located near the conference room, with at least two stations for beverage service.

A002AC Lunch (4 May)	90 PAX	Unit Price _____	Total
Price _____			

Lunch shall consist of a vegetable, or fruit salad, an entree consisting of fish and meat a serving of a vegetable, or starch, a dessert, coffee and tea, and two non-alcoholic drinks per person. Lunch location must be capable of handling 90 people simultaneously. Preference is for the location to be in the same facility as the conference room location.

A002AD Afternoon Break (4 May)	90 PAX	Unit Price _____	Total Price _____
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Coffee / Tea Break shall include minimal coffee, tea, and juice and shall have servers present at all times. Afternoon break may be served in the conference room itself if space allows, or outside the conference room.

A003 Equipment

A003AA Computers	10 stations	Unit Price	_____	Total
Price _____				

Ten (10) laptop computer workstations connected to high-speed internet for online training session in meeting room (CLIN A001AA) on 2 May 2011 for one half-day. Minimum system requirements for the computers are:

- Operating System: Windows XP or later
- Browser: Internet Explorer 6.0, Netscape 7.1 or Firefox 1.3
- Processor (CPU): 800 MHz Intel Pentium III, or equivalent
- Memory (RAM): 256MB
- Hard Disk Space: 500MB free or greater
- Internet Connection: High-speed cable broadband or DSL
- Other software: Microsoft Word, Excel, and PowerPoint 1997-2003 or later (Office 2007 recommended)

A003AB Internet	10 users	Unit Price	_____	Total
Price _____				

Ten (10) connections provided for laptop computers outlined in CLIN A003AA with a minimum speed of 1024 kbps download speed and 512 kbps upload speed. If facility infrastructure includes high-speed wireless internet access, facility should provide access for 10 users during online training session in meeting room (CLIN A001AA) on 2 May 2011 for four (4) hours.

A003AC Audio-Visual	1 Day	Unit Price	_____	Total
Price _____				

Audio/Visual equipment to support full-day meeting on 4 May 2011 in conference room identified under CLIN A001AB must include:

- 1 interpretation booth and related equipment for 2 interpreters (2 languages)
- 1 sound system / board
- 1 audio recording device capable of recording 8 hours of audio onto removable media such as CDs, DVDs, or flash drives
- 4 speakers
- 1 laptop for connection to projector. System requirements are the same as listed in CLIN A003AA.
- 1 high-intensity projector
- 1 large screen for projection
- 90 wireless receivers
- 2 handheld wireless microphones
- 1 clip-on wireless microphone (optional)
- 5 tabletop microphones for high table

A004 Interpreters

A004AA One (1) Interpreter 3 Days Unit Price _____ Total Price _____

One (1) English-Portuguese-English interpreter for consecutive interpretation in support of ACSS Deputy Director for meetings on 2 and 3 May 2010. Interpreter will be joined by another interpreter on 4 May for a full-day conference requiring simultaneous interpretation. The Government requires expert language interpretation services. Interpreter(s) proposed for this workshop should preferably be members of AIIC, the International Association of Conference Interpreters, but this is not required. The contractor will ensure that interpreter(s) have an acceptable certification or accreditation as an interpreter from a school of languages and linguistics. It is desirable that all interpreters be familiar with security-related terms, have a good understanding of the dynamics and experience with dialogue on African security matters. The American Embassy Contracting Officer reserves the right to require that the contractor remove and replace, within one working day, an interpreter who, in the judgment of the ACSS Community Affairs Specialist, is not qualified or who does not maintain the highest standards of professional conduct.

A004AB One (1) Interpreter 1 Day Unit Price _____ Total Price _____

One (1) Portuguese-English-Portuguese interpreter for consecutive interpretation in support of full-day conference requiring simultaneous interpretation on 4 May 2011. Interpreter will be joined the interpreter listed under CLIN A004AA. The Government requires expert language interpretation services. Interpreter(s) proposed for this workshop should preferably be members of AIIC, the International Association of Conference Interpreters, but this is not required. The contractor will ensure that interpreter(s) have an acceptable certification or accreditation as an interpreter from a school of languages and linguistics. It is desirable that all interpreters be familiar with security-related terms, have a good understanding of the dynamics and experience with dialogue on African security matters. The American Embassy Contracting Officer reserves the right to require that the contractor remove and replace, within one working day, an interpreter who, in the judgment of the ACSS Community Affairs Specialist, is not qualified or who does not maintain the highest standards of professional conduct.

A005 Transportation

A005AA Rental Vehicle & Driver 5 Days Unit Price _____ Total Price _____

Rental Vehicle and Driver from 1 through 5 May 2011 to support ACSS staff traveling to Praia for daily meetings, airport arrival and departure. Vehicle must be a clean 4x4 vehicle, climate controlled with air conditioning, which can fit up to 4 passengers in addition to the driver and 5 large suitcases simultaneously. Daily estimated fuel costs are to be billed to this contract and the vehicle rental cost should include a daily fuel estimate.

A006 Miscellaneous

A006AA Invitation Tracking 120 invitations Unit Price _____ Total Price _____

Printing and design of a maximum of 120 local invitations to be hand-delivered two weeks prior to the event. Contractor is to provide a RSVP number for the invitations, track responses, and report to Government on expected attendance. Contractor will receive a full list of invitees with contact information. Contractor is to locate any invitees without contact information through the local Cape Verde ACSS community members.

A006AB Name Badges 90 badges Unit Price _____ Total Price _____

Printing and design of clip-on style name badges to be prepared in advance of the 4 May full-day conference, and distributed during morning registration.

A006AB Management Fee	1	Unit Price	Total
Price			

Any applicable management costs for coordinating all events listed in Exhibits A, should they not already be included in costs previously identified. The Government requests the contractor to identify a flat management fee for coordinating and executing all plans for the event, regardless of time allocation or total price of contract, in order to successfully meet all obligations of the contract, once issued.

EXHIBIT B

Option Items. Each of the following option items may be exercised on an as-needed basis at the established prices provided the Government provides the hotel with at least 15 calendar days advance notice of its intent to exercise the option. Failure to exercise any of these options will not subject the Government to any cancellation fees.

B001	Reception	100 PAX	Unit Price	_____	Total
Price	_____				

- Option item: Welcome reception would take place anytime between 1 and 4 May 2011, and would require a podium with microphone and amplification speaker system. Reception food and beverage would consist of light hors d'oeuvres served by hotel staff on platters, to include: two vegetables, a fish, a meat, a starch, and a dessert at the minimum, with coffee / tea, and three non-alcoholic drinks per person. Any associated management fees or staff costs for organizing such a reception should be included with the price quoted for this option item.

CONTINUATION TO SF-18
RFQ NUMBER SCV-11-Q-0125
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 11b
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. GENERAL REQUIREMENTS:

Security. The security classification of work to be performed under the contract is unclassified. The contractor employees will comply with any applicable symposium security directives and regulations during the performance of work.

2. PERFORMANCE BASED MATRIX.

The Government will monitor the Contractor's performance under this contract using on-site inspections and customer feedback. The contractor will be given the opportunity to correct or address any adverse findings resulting from observations and feedback. Failure to correct any adverse findings or failure to deliver all services described in this contract may result in non-acceptance of the services by the Government. Failure to meet the standards of this performance work statement may result in a deduction of price equal to the value of the unperformed or poorly performed services. Failure to provide services in accordance with this contract could also result in termination of the contract for cause and/or adversely impact the Contractor's ability to be selected for future contracts.

Ms. Amelia Carvalho, ACSS Community Affairs Specialist, designated as primary coordinator for this program, will observe the following:

Outcome	Performance Metric	Performance Standard
Contractor shall provide sufficient logistical support to create the most conducive environment to maximize ACSS's goal to be highly valued for its Topical Outreach Program Symposium and Chapter Launch.	Contractor Lead	Responsiveness, organizational ability, knowledge, and availability. Ability to provide all receipts, invoices, and financial records for any expenses charged for this contract for review by the Government prior to authorizing payment.
	Venue	Facilities: conference room set-up to facilitate maximum participation and visibility of any images and text projected (i.e. free from obstruction); Lectern and dais set-up to complement seating arrangement encouraging maximum interaction between speakers, moderators, panelists and participants; set-up prior to required availability; climate controlled, adequately lit, availability of bottle water, writing pads with pens/pencils, clocks, conference signs. Meals: servers present, fresh, variety, labeling, accommodates program schedule. Breaks: servers present, fresh coffee, tea, water and juice, fresh fruit, fresh pastries, accommodates program schedule.

	Transportation	Availability of driver, timeliness, cleanliness of vehicle, and responsiveness to the needs of customers.
	Interpreters	Quality of interpretation, professionalism, flexibility, and responsiveness to the needs of customers.
	Equipment	Sound system: clarity of system, free from defects, responsiveness of equipment vendors; knowledge, ability, availability, and professionalism of technician. Computer Rental: quality of computer hardware, availability of required software, connectivity; knowledge, ability, availability, and professionalism of technician. Internet: Minimum of 1024 kbps down / 512 kbps up speed maintained and operational during required service.
	Miscellaneous	Timely invitation delivery and accurate tracking of responses.

1. **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

2. **STANDARD.** The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

3. **PROCEDURES.**

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2010)

As prescribed in [12.301](#)(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (OCT 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#) [] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

[] (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub L. 109-282)(31 USC 6101 note [] (5) – (20) Reserved

[X] (21) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).]

[] (22) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

[] (23) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

[] (24) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#) [] (25) [52.222-36](#), Affirmative Action for Workers with Disabilities (OCT 2010) ([29 U.S.C. 793](#)

[] (26) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)). [] (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)]

[] (28) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962 \(c\) \(3\) \(A\) \(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.) [] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962 \(i\) \(2\) \(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

[] (30) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of [52.223-16](#).

[X] (31) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

[] (32) Reserved

[] (33) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169). [] (ii) Alternate I (Jan 2004) of [52.225-3](#).

[] (iii) Alternate II (Jan 2004) of [52.225-3](#). [] (34) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

[X] (35) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (36) – (37) Reserved

[] (38) 52.232-29, Terms for Financing of Purchases of Commercial Item (FEB 2002) (41 USC 255(f), 10 USC 2307(f))

[] (39) 52.232-30, Installation Payments of Commercial Item (OCT 1995) (41 USC 255(f), 10 USC 2307 (f))

[] (40) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#) [X] (41) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) ([31 U.S.C. 3332](#)).

[] (42) - (43) Reserved

[] (44)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241 \(b\)](#) and [10 U.S.C. 2631](#)).

[] (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5m for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (OCT 2010) ([29 U.S.C. 793](#)).
- (vii) Reserved.
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351, et seq.](#)).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- [] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351, et seq.](#)).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351, et seq.](#)).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the

designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR for this contract is Claudia Fernandes.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE.

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-18 cover page and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing; Contractors shall provide descriptive literature to include information on the services of the event management company, to include list of staff with contact information, Contractor shall provide quality features and descriptive literature on any sub-contracted vendors, such as hotels, interpreters, equipment providers, or vehicle rental companies which the contractor plans to use in support of meeting requirements of this Performance Work Statement

(3) List of clients, demonstrating prior experience with relevant past performance information and references; (e.g. letters of recommendation, customer evaluations, etc.) indicating the quality of performance and services over the past two years. Additionally, quoters shall provide at least one reference for which the contractor has provided services for a group similar in scope to the ACSS group within the past year. Contact information shall include the name, e-mail address and phone number of each reference. Past performance information greater than two years will not be considered.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; proof of liquid capital assets in excess of total quoted submission for contract since no deposit can be paid.

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

(6) a copy of the Certificate of Insurance, or

(7) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

Submission Requirements: Quoters shall fully complete the price schedule for all Contract Line Items and all Exhibit Line Items associated with this request for quote and return. Quoters shall

provide their cancellation policy and associated fees with the price submission. Failure to provide the cancellation policy may permit the Government to cancel the requirement either in whole or in part at no cost to the Government.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6	Contractor Identification Number --Data Universal Numbering System (DUNS)Number (APR 2008)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the

Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-18, block 11e”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Evaluation Methodology: This acquisition will use trade-off analysis to make a best value selection decision. The selection decision will incorporate trade-off techniques and will be made based on an integrated assessment of each contractor's quote. As such, the Government may extend an offer to a contractor who has not quoted the lowest price or the highest rated technical submission. Quotes will be evaluated based on the stated evaluation factors. An offer will be extended to the responsible vendor quoting the best value to the Government, price and non-price factors considered. The technical factors are listed in descending order of importance. When combined, the technical factors are more important than Price.

- Factor 1 – Quality Features

The Government will evaluate the quote to determine the extent to which the quoted services meet the necessary standards of quality and service required to successfully conduct and achieve desired results of the Topical Outreach Symposium program.

- Factor 2 – Past Performance

The Government will evaluate the recency, relevancy, and quality of the contractor's past performance. Relevant contracts are contracts involving services that are considered to be similar in

scope, magnitude and complexity when compared to the requirements described in this solicitation. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the contractor's past performance will be used to evaluate how well the hotel has performed similar services in the past. Contractors lacking relevant past performance history will not be evaluated favorably or unfavorably for past performance.

Factor 3 – Price

All prices will be evaluated for reasonableness, including the overall cancellation policy. Price reasonableness will be determined based on the price quoted for all contract line items, including options.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(JAN 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;

- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).”

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs_____.
- (c) – (d) Reserved
- (e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) – (g) Reserved
- (h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#) [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____.
- TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1)Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of

the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

